

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-309

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Two (2) each 48' X 102" Flatbed Trailers with NuVan Curtain Master Tarp System

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Tuesday, December 31, 2003, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL
SPECIFICATION NO. 03-309**

**BID OPENING TIME: 12:00 NOON
DATE: 12/31/03**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>TOTAL</u> |
|-------------|--|-----------------|-------------|--------------|
| 1. | 48' X 102" Flat Bed Trailer with NuVan Curtain Master Tarp System Make _____ Model _____ | 2 each | \$ _____ | \$ _____ |
| 1.1 | Option for Hendrickson-Turner "Intraax" Air ride suspension | Lump Sum | \$ _____ | \$ _____ |
| 2. | The USAR Team for the City of Lincoln is a FEMA Agent and thus qualifies for GSA pricing. Is the price given GSA? _____ If not, please comment _____ | | | |

BID SECURITY REQUIRED: _____ YES X NO

AFFIRMATIVE ACTION PROGRAM:

Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-309**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A **SELF-ADDRESSED STAMPED ENVELOPE** WITH YOUR BIDDING DOCUMENTS.

1. SCOPE

- 1.1 City of Lincoln (City), on behalf of the Urban Search and Rescue, is soliciting bids for **Two (2) each 48' X 102" Flat Bed Trailers with NuVan Curtain Master Tarp System**
- 1.2 The attached specifications are not intended to discourage any Vendor from bidding a comparable make or model.
- 1.3 The following model is listed as an examples, intended solely to indicate the size, type and class of equipment desired.
 - 1.3.1 Transcraft TL-2000 with NuVan Curtain Master Tarp System- white color
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed.

2. GENERAL DESCRIPTION

- 2.1 The intent of the specifications is to provide a foundation for open, competitive bidding of commodities or services that will meet the City of Lincoln's (City)'s needs.
- 2.2 The purpose of these specifications is to describe a self-contained unit.
- 2.3 The successful Vendor shall furnish and assemble all equipment so unit is 100% ready for use upon delivery.
- 2.4 This specification shall provide a foundation for competitive bidding of comparable units.
 - 2.4.1 The unit shall be of such design and construction as to comply with the requirements stated herein.
 - 2.4.2 This will include all parts and/or attachments necessary to form a complete unit, whether specifically mentioned herein or not.

3. REQUIREMENTS

- 3.1 All information shall be completed on the specification sheets and invitation to bid form furnished by the City.
- 3.2 Any bid not complying with the above may be declared non-responsive.

4. LITERATURE

- 4.1 Vendor shall attach literature or concept drawings (if applicable) of the model and all accessories being offered with his/her bid.
- 4.2 Additional information may be required by the City prior to the award of contract.
- 4.3 If the unit is a combination package, the same shall be provided for all auxiliary equipment.
- 4.4 The bidding of any item formerly purchased from a single source (one manufacturer) shall not become a standard by model.
- 4.5 Failure to submit this information with the bid may be considered a material exception and could be grounds for bid being deemed non-responsive.

5. EXCEPTIONS TO SPECIFICATIONS

- 5.1 Any and all exceptions to the specifications and terms shall be noted on the attached Exception Sheet.
 - 5.1.1 Vendor is required to list any exception to the bid by page number, section number, and item letter on the Exception Sheet.
 - 5.1.2 Very minor and immaterial technical deviations may, at the discretion of the City, be deemed in substantial compliance with the specifications.
 - 5.1.3 Material variances, however, may render the Vendor non-responsive and ineligible for award.
 - 5.1.4 The use of brand names, models, etc. serves to establish the design, performance or level of quality needed and not intended to restrict competition.
 - 5.1.5 Items that are equal in design, performance or quality will be considered.
 - 5.1.6 The right to evaluate specification compliance and equivalency is reserved by the City.
 - 5.1.7 The City will not accept equipment at the time of delivery that does not meet these specifications and any deviations that were accepted by the City as listed in the bid.

6. DEMONSTRATION

- 6.1 The City may require, with at least ten (10) days notice, at no expense to the City, a demonstration of the vehicle/equipment being offered.
- 6.2 The demonstration shall take place within the City of Lincoln, unless the City agrees to another location, and the equipment demonstrated shall meet all specifications. Vendor's failure to comply with this requirement may, result in the bid being deemed non-responsive.

7. EVALUATION OF BIDS

- 7.1 Conformity in all material respects is desirable.
- 7.2 Minor variances may be deemed in compliance with the specifications and eligible for award.
- 7.3 The City reserves the right to evaluate compliance with the specifications.
- 7.4 Bids will be evaluated/awarded on the total cost of Base Bid plus all Options (if applicable), even though options may or may not be ordered with equipment.
- 7.5 The units shall be delivered with all manufacturers' standard equipment, unless specifically requested in the specifications.
- 7.6 When the specifications call for equipment or supplies, Vendor must identify by brand name or description the equipment or supplies bid.
 - 7.6.1 Words such as "meets specs, per specs, comply, etc." are not acceptable bid responses and may result in the Vendor's bid being deemed non-responsive.
 - 7.6.2 It is assumed that within the Technical Specifications, if a check mark is not clear or is omitted the bid may be found non-responsive.

8. WARRANTY

- 8.1 Vendor shall fill in the attached warranty page.
- 8.2 The City of Lincoln reserves the right to evaluate the warranty period as a point of material value.
- 8.3 Any manufacturer warranty shall be honored by the Vendor.
- 8.4 In the event a manufacturer would become defunct during said warranty period, **THE AWARDED VENDOR SHALL ASSUME THE REMAINDER** of warranty as shown in his/her bid proposal.
- 8.5 Warranty shall include the replacement of all broken parts due to defective materials, design, or workmanship.

9. QUESTIONS

- 9.1 Any questions regarding these specifications must be submitted in written form only to Tom Kopplin via fax (402) 441-6513, up to one week prior to bid opening date.

10. EXPECTED PRACTICES AND STANDARDS

- 10.1 The City expects the successful Vendor to make all after-market assemblies, at the minimum, in accordance with the most current manufacturing standards, and applicable Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI) standards.
- 10.2 However, the City, in most cases, requires assembly procedures that exceed those standards.
- 10.3 The City expects the successful Vendor to adhere to the requirements below when preparing units for delivery.
- 10.4 Items not assembled accordingly will be returned to the Vendor for rework to meet City standards at the expense of the Vendor (including transportation).
- 10.5 All electrical wiring connections, splices, and/or terminations, unless contained within a weather-tight enclosure or weather-pack connector, shall be soldered then heat-shrink wrapped. No "scotch-locks" will be accepted on any connections.
- 10.6 Cable retainers shall be the vinyl ringed or plastic type, and shall be connected to the body with stainless steel metal screws and sealed to avoid rust.
 - 10.6.1 No double-face tape stick-on type will be accepted

EXPECTED PRACTICES AND STANDARDS CONT.

- 10.7 All welds shall be of a first quality standard with no slag scale or pinholes.
 - 10.7.1 All welds shall be continuous unless otherwise noted in the specification.
- 10.8 All grease fittings shall be the screw-in type.
 - 10.8.1 The City will not accept any push-in type grease fittings.
 - 10.8.2 All units shall be fully lubricated prior to delivery.
- 10.9 Successful Vendor shall supply two (2) fully illustrated lubrication charts for each individual piece of equipment delivered.
 - 10.9.1 Charts shall include all lubrication points for chassis and any other mounted equipment.
 - 10.9.2 Each lubrication point shall be listed by part, description, location, number of lubrication points/grease fittings in that location, type of lubricant to be used, and frequency of lubrication.
- 10.10 Successful Vendor shall complete and submit the supplied "Common Parts List," with each unit delivered, or unit will not be accepted.

11. LICENSING REQUIREMENTS

- 11.1 All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Licensing Act, Nebraska Revised Statutes, Chapter 60, Article 14.
 - 11.1.1 The licensing requirements must be met at time of the bid opening for bid to be valid.**
 - 11.1.2 Bids not meeting this requirement will be immediately rejected.**

12. QUALITY CONTROL INSPECTIONS

- 12.1 Quality control shall be the responsibility of the Vendor.
- 12.2 Personnel of the City may perform inspections with little or no notice to the Vendor.

13. ACCEPTANCE OF UNITS OR EQUIPMENT

- 13.1 Acceptance inspection shall be interpreted as an inspection performed as an operational test to ensure the unit both meets the specifications and is truly ready to operate.
- 13.2 Acceptance inspection will be completed within thirty (30) days of received date.
- 13.3 The equipment warranty shall become effective at the date of acceptance.
- 13.4 Please Note: In order for trailer to be accepted, all manuals, ownership papers, and title applications must be supplied at the time the unit is delivered.

14. EQUIPMENT MANUALS

- 14.1 Vendor shall supply two (2) sets of part books, operator's manuals, and service/repair manuals or software for the complete unit as delivered including any auxiliary items supplied, for each purchase order or model year.
- 14.2 Please Note: In order for vehicle to be accepted, these items must be supplied at the time the unit is delivered.

15. TRAINING

- 15.1 Vendor shall train City technicians in the maintenance and repair of said equipment.
- 15.2 If the unit is a combination package, all Vendors shall be present for their portion of the training.
- 15.3 Vendor shall supply City and/or technicians with repair bulletins and/or manuals.
- 15.4 Since City technicians have basic skills, this training shall be more specifically applied to all special items on said equipment.
- 15.5 Expected training duration would be one half day.
- 15.6 Vendor shall train operators in the operation and daily maintenance of said equipment.

TRAINING cont.

- 15.7 If the unit is a combination package, all Vendors shall be present for their portion of the training.
- 15.8 Since the operators have basic skills, this training shall be more specifically applied to all special items on said equipment.
- 15.9 Expected training duration would be one half day.

16. SUPPLIERS LIST

- 16.1 The successful Vendor should provide a listing of authorized parts suppliers with this bid.
 - 16.1.1 The listing shall include, at a minimum, the company's name, mailing address, telephone number, fax number, name and job title of contact person.

17. PAINT

- 17.1 The trailer body shall be painted Imron® white, Frame shall be painted Imron® black.
- 17.2 All painted items shall be thoroughly primed and painted using factory standard materials and methods, with the same type of finish on all chassis and paintable body components.

18. DELIVERY

- 18.1 The delivery date shall be interpreted as the date a completed unit, ready to operate, has been delivered to Lincoln Fire & Rescue (LFR), and has had an acceptance inspection.
- 18.2 Vendor shall perform final inspections on all vehicles prior to delivery.
- 18.3 The City has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.
- 18.4 If any of the services do not conform to contract requirements, the City may require the Vendor to perform the services again in conformity with contract requirements, at no increase in contract amount.
 - 18.4.1 When the defects in services cannot be corrected by performing the services again, the City may: (1) require the Vendor to take necessary action to ensure that future performance conforms to contract requirements, and/or: (2) reduce the contract price to reflect the reduced value of the services performed.
 - 18.4.2 If the Vendor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with contract requirements, the City may: (1) by contract or otherwise, perform the services and charge the Vendor any costs incurred by the City directly related to the performance of such service, or: (2) terminate the contract for default.
- 18.5 A Certificate of Origin, Form ST-108 shall be furnished with each unit at time of delivery.
- 18.6 Arrangements for delivery shall be made through the LFR Fleet Specialist by calling Rick Klein @ (402) 430-3897 PRIOR TO ANY ATTEMPTED DELIVERY.
- 18.7 All units shall be delivered to the LFR Maintenance Facility at 300 South Street, Lincoln NE 68502.

19. RUST PROTECTION

- 19.1 Rust protection materials and methods shall be used to meet or exceed the current requirements as established by American Rustproofing and/or Ziebart. Rustproofing shall be applied to complete cab.

20. LIQUIDATED DAMAGES

- 20.1 If the Vendor fails to deliver the completed unit(s), ready to operate, to Lincoln Fire & Rescue (LFR) to have and pass an acceptance inspection prior to the delivery date, considering approved extensions of time, liquidated damages will be charged for each calendar day that the work remains incomplete.
- 20.2 A delivery date no later than May 1, 2004 is required.
- 20.3 A delivery date must be included on the Signature Page.

LIQUIDATED DAMAGES cont.

- 20.4 The Vendor shall pay to the City, as fixed and agreed, liquidated damages of :
 - 20.4.1 Contract/Commodity sum more than \$100,000.00 up to and including\$500,000.00:
\$100.00 per calendar day of delay of delivery or performance.
 - 20.4.2 Contract/Commodity sum more than \$100,000.00 up to and including\$500,000.00:
\$200.00 per calendar day of delay of delivery or performance.
 - 20.4.3 Contract/Commodity sum more than \$500,000.00 up to and including\$1,000,000.00:
\$300.00 per calendar day of delay of delivery or performance.
 - 20.4.4 Contract/Commodity sum more than \$1,000,000.00: \$400.00 per calendar day of delay
of delivery or performance.
- 20.5 The liquidated damages provided herein are not considered punitive.
- 20.6 The Contractor agrees that such damages are predetermined and reasonable amounts to
compensate for the detriment to the public and to defray expenses incurred by the City due to
the delay in the delivery/completion of the product/project.

Specifications for Two (2) 48' X 102" Flatbed Trailers

Meets Spec

Yes No

1.

Model

____ 1.1 Transcraft TL-2000 or City approved equal 65,000 # GVWR Over the Road Flatbed Trailers

1.1.1 Make_____Model_____

1.1.2 48' X 102"

1.1.3 NuVan Curtain Master Tarp System- white color

1.1.4 Hutch Spring Sliding suspension

2.

General Specifications

____ 2.1 Complete Fabrication using High Tensile Steel

____ 2.2 Square Corners

____ 2.3 No Stake Pockets

____ 2.4 Warranty

____ 2.5 High Tensile Steel, 13" deep section with internal stake pockets and recessed lights with back fully enclosed

____ 2.5.1 11 1/4" deep extra heavy-duty rubber dock bumpers

____ 2.5.2 4" X 5" tubing bumper with heavy-duty bracing

____ 2.6 5th Wheel Plate must include SAE king pin with 30" location

____ 2.6.1 1/4" skid plate tapers located up front

____ 2.7 Main beam, with lightening holes in web, built for a maximum capacity of 65,000#

____ 2.7.1 Assembled with heat treated 130,000# yield strength flanges

____ 2.7.2 High Tensile Steel webs

____ 2.8 Upper frame constructed of 4" high tensile Jr I Sills 12" on center

____ 2.9 Lower frame constructed of pipe braces as required running from bottom of sills to main beams with lower inner cross pipes between beams from landing gear to rear on approximately 2' (two foot) centers

____ 2.10 10 gauge longeron

____ 2.10.1 No rub rails or stake pockets

____ 2.11 Premium EZSHIFT gear on Brinkley 51,000 140,000# static load rated legs for the Landing gear

____ 2.11.1 10" X 10" square shock-mounted side shoes

____ 2.12 An option for Hendrickson-Turner "Intraax" Air ride suspension is available

____ 2.12.1 Quick Aline Feature

____ 2.13 5" round 22,000 # axle rating each

____ 2.13.1 Haldex automatic slack adjusters

____ 2.13.2 MGM spring brakes with extended life brake linings

____ 2.14 8.25-22.5uni-mount hub piloted 10 hole steel disc painted white

____ 2.14.1 Cast hubs

____ 2.14.2 Outboard mounted cast drums

____ 2.15 295/75R 22.5 General rib ST tires with a "G" load range

____ 2.15.1 One (1) exact matching spare tire and rim mounted beneath trailer

____ 2.16 16.5 X 7" premium extended service brake lining with anti lock braking sensors on each wheel

____ 2.16.1 Mertor Wabco 42S1M

____ 2.17 Male pin connectors to all lights with double seal locked in place with a positive retention pin

____ 2.17.1 All splices are sonic welded

____ 2.17.2 All wires are doubled insulated in a sealed loom with molded doubled seals

____ 2.17.3 Grote male pin connection

____ 2.17.4 5 year warranty on electrical system, materials & labor

____ 2.17.5 Plug-in provision for accessory power

____ 2.17.6 Light system to include 25 lights, 2 on front, 5 on each side, 2-4" mid wide turn lights, ABS lamp, 3 round I.D. lamps, and an incandescent license lamp

General Specifications cont.

Meets Spec

| Yes | No | |
|-----|-----|---|
| ___ | ___ | 2.18 Aluminum floor with 4" nailers |
| ___ | ___ | 2.19 Sliding winch track |
| ___ | ___ | 2.19.1 Twelve (12) sliding winches |
| ___ | ___ | 2.19.2 Twelve (12) 4" X 30' straps |
| ___ | ___ | 2.20 Aluminum roof |
| ___ | ___ | 2.21 Aluminum nose/bulkhead |
| ___ | ___ | 2.22 Curtain tarp system equipped for eight (8) dome lights evenly spaced |
| ___ | ___ | 2.23 Curtain tarp system equipped for Swing rear doors with four (4) hinges |
| ___ | ___ | 2.24 Curtain tarp system equipped for 102 5/8" side opening height |
| ___ | ___ | 2.25 Curtain tarp system equipped for 105 3/4" inside height |
| ___ | ___ | 2.26 Trailer Paint: Imron N0006HN white |
| ___ | ___ | 2.27 Chassis Paint : black high solids polyurethane |
| ___ | ___ | 2.28 All Wheels: vendor white front wheels/rims |

3. Trailer Connection

- 3.1 The Tractor will be equipped with 12 ft. coiled trailer air hose, Hasp, hook and spring for trailer lines, combination dummy glad hands and light plug holder, primary connector/receptacle center pin powered through ignition, SAE J560 7-way primary trailer cable, supplemental ISO 3731 7-way receptacle located with primary receptacle, a 12 ft. detachable coiled primary trailer.

4. Warranties

4.1 Warranty Period:

4.1.1 Full coverage on complete unit: 24 months unlimited miles on non-wearing parts

4.1.2 Axles and driveline components: 5 years/100k miles minimum

4.1.3 Warranty shall include 100% parts and labor.

4.2 The successful Vendor shall be responsible for all warranties as accepted by the City in the award of this bid.

4.2.1 This responsibility will include all sub-contracted items and all transportation as related to the warranty in this bid.

4.3 Vendor should provide all warranties required below.

4.3.1 Failure to provide such warranties may result in your bid being deemed non-responsive.

4.3.2 All lines must be completed.

4.4 Any additional warranty costs shall be included in the total bid price listed on the Price Sheet.

4.5 Warranty will not start until the unit is accepted by Lincoln Fire & Rescue

4.6 Name and location of the service and warranty dealer:

4.6.1 Dealer Name _____

4.6.2 Address _____

4.6.3 City _____

4.6.4 Phone # _____

4.6.5 Fax # _____

4.7 If you take exception to any item listed above, give full details of the warranty you are providing. List miles, months, parts, and labor.

4.7.1 _____

Company Name_____

EXCEPTION SHEET:

Any deviations from specified items shall be listed on this exception sheet. If an exception is taken in the body of specifications, please note page number, group number, and item letter. Add additional sheets as needed.

PLEASE NOTE THAT THE TAKING OF AN EXCEPTION TO THIS BID MAY CAUSE SUCH BID TO BE DEEMED NON-RESPONSIVE.

[illegible]

Company Name_____

NOTICE TO VENDORS

1. If awarded a contract with the City, Vendor is willing to extend pricing to all political subdivisions.

Yes_____ No_____

2. Political subdivisions, as used herein, includes all cities, towns, townships, school corporations and other governmental entities. If you mark YES, you are saying you are willing to provide your bid price to any of these entities if they wish to purchase from this bid.

3. The City DOES NOT accept any responsibility for purchase orders issued by other political subdivisions.

If a political subdivision issues a purchase order under this Agreement, the political subdivision must be willing to accept bid item(s) as described in the specifications without any changes, no matter how minute, once this bid is accepted by City entity.

SUB-CONTRACTORS:

(This form must be submitted with the bid and also must be provided at time of delivery with each delivered unit)

All sub-contractors involved in the completion of this bid must be listed. Each sub-contractor shall include four (4) parts/service manuals for items installed.

1. Company name _____

Address _____

Phone _____ Contact Name _____

Specific system/parts installed _____

2. Company name _____

Address _____

Phone _____ Contact Name _____

Specific system/parts installed _____

3. Company name _____

Address _____

Phone _____ Contact Name _____

Specific system/parts installed _____

4. Company name _____

Address _____

Phone _____ Contact Name _____

Specific system/parts installed _____

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.